

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20054

ORIGINAL
ORIGINAL
FILE

In re Applications of MM DOCKET NO. 92-285
RUSS ROBINSON) File No. BPH-910826ML
Barbara Dawson-Monk) File No. BPH-910826MM
d/b/a URBAN NETWORK)
COMMUNICATIONS)
For a Construction Permit)
for a new FM Station on)
Channel 265A at Richwood,)
Louisiana)

RECEIVED
DEC 28 1992
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

To: Hon. Edward J. Kuhlmann
Administrative Law Judge

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Russ Robinson ("Robinson") and Barbara Dawson Monk d/b/a Urban Network Communications ("Urban"), the only applicants in the above-captioned proceeding, by their respective attorneys and pursuant to Section 73.3525 of the Commission's Rules, hereby jointly request approval of the Settlement Agreement attached hereto as Exhibit 1. 1/ In support hereof, the following is shown:

1. This Joint Request asks that the Federal Communications Commission simultaneously: (a) approve the attached Settlement Agreement (Exhibit 1); (b) dismiss the application of Urban with prejudice; and (c) grant the application of Robinson.

2. Pursuant to the attached Settlement Agreement (Exhibit 1), Urban has agreed to dismiss its above-captioned application

1/ Robinson is simultaneously filing this day a Petition For Leave To Amend and Amendment as well as a Motion To Delete Issues to eliminate the contingent environmental issue pending against his application. Robinson is also simultaneously filing this day a Contingent Petition For Leave To Amend and Amendment, wherein he seeks to have his integration and divestiture pledges removed from his application. Given these two filings and the instant settlement filing, Robinson's application should be immediately grantable.


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in return for monetary consideration to be paid by Robinson in the amount of \$24,768.00.

3. In compliance with the terms of Section 73.3525 of the Commission's Rules, Robinson and Urban, at Exhibits 2 and 3, attached hereto, submit Declarations under penalty of perjury that establish that they did not file their applications for the purpose of reaching or carrying out a Settlement Agreement; that approval of the proffered Settlement Agreement would further the public interest; that the above-referenced consideration of \$24,768.00 is the sole consideration involved; and that Urban's legitimate and prudent expenses in the preparation, filing and prosecution of its application were at least \$24,768.00.

WHEREFORE, in light of the foregoing, the parties hereto respectfully request approval of the attached Settlement Agreement; dismissal of the application of Urban, with prejudice; and simultaneous grant of the application of Robinson.

Respectfully submitted,
RUSS ROBINSON

By:  Shaun A. Maher
Shaun A. Maher

BLAIR, JOYCE & SILVA
1825 K Street, N.W.
Suite 510
Washington, D.C. 20006

His Attorneys

BARBARA DAWSON MONK D/B/A
URBAN NETWORK COMMUNICATIONS

William J. Pennington
By: /s/ William J. Pennington (Son)
William J. Pennington

2426 Confederate Drive
P.O. Box 4203
Wilmington, NC 28406

Her Attorney

December 28, 1992

SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between Russ Robinson ("Robinson") and Barbara Dawson Monk d/b/a Urban Network Communications ("Urban") (collectively "the Parties"), on this 23rd day of December, 1992.

Whereas, Robinson has an application pending before the Federal Communications Commission ("Commission") under File No. BPH-910826ML for a construction permit for a new FM broadcast station on Channel 265A at Richwood, LA, and, Urban has an application pending before the Commission under File No. BPH-910826MM for a construction permit for a new FM broadcast station on Channel 265A at Richwood, LA; and

Whereas, the Robinson and Urban applications are mutually exclusive, and, accordingly, pursuant to the provisions of the Communications Act of 1934, as amended, only one of those applications can be granted; and

Whereas, the Parties believe that the public interest will be served by settling and terminating the conflict between the Robinson and Urban applications, thereby simplifying the Commission's proceedings and making possible the inauguration of the first local broadcast service at Richwood, LA at an earlier date than otherwise would be possible;

Now, Therefore, it is agreed and contracted, by and between Robinson and Urban, in consideration of their promises and undertakings hereinafter set forth, the Parties intending to be legally bound, as follows:

1. This Agreement is subject to the prior approval of the Commission, which approval has become a Final Order, as defined in Paragraph 4(c) hereof.

2. In the Joint Request for Approval of Agreement to be filed with the Commission in accordance with paragraph 5 hereof, Robinson and Urban will request that the Commission simultaneously do the following: approve this agreement; dismiss the application of Urban with prejudice; and grant the application of Robinson.

3. In consideration for the dismissal of the Urban application, and the grant of the Robinson application, Robinson shall pay Urban the sum of Twenty-Four Thousand, Seven Hundred and Sixty-Eight Dollars (\$24,768.00), as follows:

a. Within five (5) business days after the release of a Final Commission Order (as defined herein) accepting the Settlement Agreement, granting the Robinson application and dismissing the Urban application, Robinson shall pay the entire settlement amount of Twenty-Four Thousand, Seven Hundred and Sixty-Eight Dollars (\$24,768.00) to Urban.

b. Payment shall be made via certified or cashier's check made payable to "William J. Pennington For The Benefit of

Barbara Dawson Monk" and shall be mailed to Mr. Pennington's current office address.

4. As used in this Agreement, the following terms have the following meanings:

a. "the Commission" refers to the Federal Communications Commission and/or its delegated authority.

b. "Order" means a written authorization, determination, ruling, or other action by the Commission relating to these applications and/or this Agreement.

c. "Final Order" means an Order with respect to which the time for any and all requests for reconsideration, review, or appeal, and for reconsideration or review by the Commission on its own motion, has expired.

5. Within two (2) business days of the execution of this Agreement, and in any event not later than 5:30 PM (EST), Monday, December 28, 1992 (or such later time as the Commission may authorize), the Parties will file with the Commission this Agreement, together with a joint request for its approval, in accordance with Section 73.3525 of the Commission's Rule and Regulations. Each Party will provide the information and documents pertaining to it which are necessary or appropriate for inclusion in the request for approval of this Agreement. Each Party will promptly submit to the Commission any additional information pertaining to it which, from time to time, may be necessary or appropriate to expeditiously secure a Final Order by the Commission approving this Agreement, dismissing the Urban Application with prejudice, and granting the Robinson Application.

6. Robinson and Urban agree to exercise their best efforts to obtain approval of this Agreement from the Commission, and to undertake any and all steps necessary for the successful prosecution of this Agreement, including the preparation and filing of any information or documentation in support thereof. No Party to this Agreement shall undertake any action to preclude, hinder, or delay the issuance of a Final Order approving this Agreement, the payments proposed herein, the dismissal of the Urban application, and the grant of the Robinson application. However, no Party will be required to file or join in any request for reconsideration, review or appeal of the Order issued by the Commission and/or its delegated authority.

7. The Parties hereto warrant that neither they nor any person associated with them have directly or indirectly paid or promised to pay any Party hereto or any person associated with such Party any consideration for the withdrawal and dismissal of the Urban application, or the grant of the Robinson application, except as expressly recited and disclosed in this Agreement.

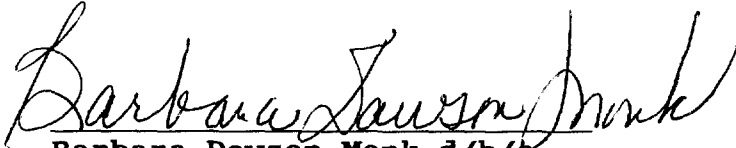
8. This Agreement may be signed in counterparts with the same force and effect as if all signatures were upon each counterpart copy.

9. The laws of the State of Louisiana shall govern the construction and enforcement of this Agreement.

10. In signing this Settlement Agreement, Barbara Dawson Monk declares under penalty of perjury that she has full authority to bind Urban to the terms hereof.

In the Witness Whereof, the Parties have executed this Agreement as of the date first above written.

Russ Robinson



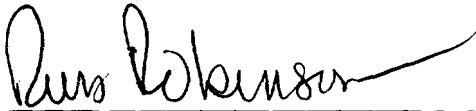
Barbara Dawson Monk d/b/a
Urban Network Communications

8. This Agreement may be signed in counterparts with the same force and effect as if all signatures were upon each counterpart copy.

9. The laws of the State of Louisiana shall govern the construction and enforcement of this Agreement.

10. In signing this Settlement Agreement, Barbara Dawson Monk declares under penalty of perjury that she has full authority to bind Urban to the terms hereof.

In the Witness Whereof, the Parties have executed this Agreement as of the date first above written.

A handwritten signature in cursive script, appearing to read "Russ Robinson", written over a horizontal line.

Russ Robinson

Barbara Dawson Monk d/b/a
Urban Network Communications

Declaration Under Penalty Of Perjury

I, Russ Robinson do hereby declare, under penalty of perjury that:

(1) I did not file my Application for a new FM broadcast station at Richwood, Louisiana, File No. BPH-910826ML, for the purpose of reaching or carrying out any settlement agreement.

(2) I believe that a grant of the Settlement Agreement between myself and Barbara Dawson Monk d/b/a Urban Network Communications is in the public interest since it will avoid the necessity of a lengthy expensive proceeding before the Federal Communications Commission and result in the inauguration of a first local broadcast station to Richwood, Louisiana at an earlier date than otherwise would be possible.

(3) I have not given nor promised to give any money or other consideration to Urban except the \$24,768.00 we agreed to in a Settlement Agreement.



Russ Robinson

12-23-92

Date

Declaration Under Penalty Of Perjury

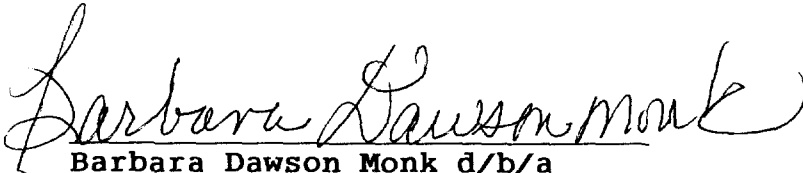
I, Barbara Dawson Monk d/b/a Urban Network Communications, declare, under penalty of perjury, that:

(1) I did not file my application for a new FM broadcast station at Richwood, Louisiana, File No. BPH-910826MM for the purpose of reaching or carrying out any settlement agreement.

(2) That I believe that a grant of the Settlement Agreement between myself and Russ Robinson is in the public interest since it will avoid a lengthy, expensive proceeding before the Federal Communications Commission and result in the inauguration of a first local broadcast station to Richwood, Louisiana at an earlier date than otherwise would be possible.

(3) I have not received nor have I been promised any money or other consideration from Russ Robinson, nor anyone else, other than the \$24,768.00 set forth in said Settlement Agreement.

(4) I have incurred legitimate and prudent expenses in the preparation, filing and prosecution of the Richwood, Louisiana application in excess of \$24,768.00. Attached to this Declaration is an accounting of such expenses.



Barbara Dawson Monk d/b/a
Urban Network Communications

12/23/97
Date

BARBARA DAWSON MONK
D/B/A URBAN NETWORK COMMUNICATIONS
SUMMARY OF EXPENSES

| <u>Item</u> | <u>Amount</u> |
|--|--------------------|
| FCC Filing Fee - Form 301 | \$2,030.00 |
| Legal Expenses (see attached invoices) | \$15,959.43 |
| Engineering Expenses (see attached invoices) | <u>\$6,778.57</u> |
| TOTAL | \$24,768.00 |

ASSOCIATED RADIO RESOURCES, Inc.
Post Office Box 21207
Charleston, SC 29413-1207
(803) 723-9686

A North Carolina Corporation

S U M M A R Y I N V O I C E

Ms. Barbara Dawson-Monk
URBAN NETWORK COMMUNICATIONS
109 Coretta Drive
Monroe, LA 71207

In re: New-FM; Richwood, LA
BPH-910826MM

12/23/92

Date Description Amt Due

ENGINEERING SERVICES

02/04 Eng Review of Competing Application \$ 1,800.00
[Russ Robinson - BPH-910826ML]

Total Engineering Services - 1992 \$ 1,800.00

EXPENSES

Total Expenses - 1992 \$ 0.00

ACCOUNT STATUS - 12/23/92

BEGINNING BALANCE - 01/01/92 \$ 4,978.57
ENGINEERING CHARGES - 1992 1,800.00
EXPENSES - 1992 0.00
PAYMENTS - 1992 (0.00)
OTHER CHARGES (or CREDITS) 0.00

CURRENT ACCOUNT BALANCE -----> \$ 6,778.57

Federal Tax ID Number (EIN): 56-1678727

WILLIAM J. PENNINGTON, III
ATTORNEY & COUNSELOR AT LAW

2426 CONFEDERATE DRIVE
POST OFFICE BOX 4209
WILMINGTON, NORTH CAROLINA 28406
TELEPHONE 919-762-7897

December 18, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Telephone Conference with Client
Review File for Hearing

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 62.50 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 13.89 |
| Total Amount Due this Bill | \$ 76.39 |
| Previous Balance | \$ 15,883.04 |
| Balance Due | \$ 15,959.43 |

| Current | 1 Month | 2 Month | 3 Month |
|----------|-----------|-----------|-------------|
| \$ 76.39 | \$ 272.12 | \$ 151.08 | \$15,410.34 |

WILLIAM J. PENNINGTON, III
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2426 CONFEDERATE DRIVE
 POST OFFICE BOX 4203
 WILMINGTON, NORTH CAROLINA 28406
 TELEPHONE 919-762-7897

December 1, 1992

Urban Network Communications
 109 Coretta Drive
 Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
 Telephone Conferences with Client
 Research at FCC
 Telephone Conference with Steve Yelverton
 Review Client's Application
 Review Russ Robinson's Application

| | |
|------------------------------------|----------------------------|
| For professional services rendered | <u>AMOUNT</u> \$ 230.00 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 42.12 |
| Total Amount Due this Bill | <u>\$ 272.12</u> |
| Previous Balance | \$ 15,560.92 |
| Balance Due | <u>\$ 15,883.04</u> |

| Current | 1 Month | 2 Month | 3 Month |
|-----------|-----------|-----------|-------------|
| \$ 272.12 | \$ 151.08 | \$ 724.22 | \$14,686.12 |

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November 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone Conferences with Client
Research at FCC

For professional services rendered

AMOUNT
\$ 140.00

Additional Charges:

-Photocopies
-Travel Expenses
-Postage
-Long Distance Charges

Total Costs

\$ 11.08

Total Amount Due this Bill

\$ 151.08

Previous Balance

\$ 15,409.84

Balance Due

\$ 15,560.92

| Current | 1 Month | 2 Month | 3 Month |
|-----------|-----------|-----------|-------------|
| \$ 151.08 | \$ 724.22 | \$ 338.61 | \$14,347.51 |

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October 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone Conferences with Client
Correspondence with Steve Yelverton
Research at FCC
Telephone Conference with FCC Staff

| | |
|------------------------------------|---------------|
| | <u>AMOUNT</u> |
| For professional services rendered | \$ 630.00 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 94.22 |
| Total Amount Due this Bill | \$ 724.22 |
| Previous Balance | \$ 14,685.62 |
| Balance Due | \$ 15,409.84 |

| Current | 1 Month | 2 Month | 3 Month |
|-----------|-----------|----------|-------------|
| \$ 724.22 | \$ 338.61 | \$ 63.65 | \$14,283.86 |

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September 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone Conferences with Client
Telephone Conferences with Steve Yelverton

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 310.00 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 28.61 |
| Total Amount Due this Bill | \$ 338.61 |
| Previous Balance | \$ 14,347.01 |
| Balance Due | \$ 14,685.62 |

| Current | 1 Month | 2 Month | 3 Month |
|-----------|----------|-----------|-------------|
| \$ 338.61 | \$ 63.65 | \$ 299.68 | \$13,984.18 |

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August 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 62.50 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 1.15 |
| Total Amount Due this Bill | \$ 63.65 |
| Previous Balance | \$ 14,283.36 |
| Balance Due | \$ 14,347.01 |

| Current | 1 Month | 2 Month | 3 Month |
|----------|-----------|----------|-------------|
| \$ 63.65 | \$ 299.68 | \$ 67.62 | \$13,916.56 |

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TELEPHONE 919 - 762-7897

July 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application.
Telephone conferences with client
Research
Telephone conference with FAA Regional Office

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 280.00 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 19.68 |
| Total Amount Due this Bill | \$ 299.68 |
| Previous Balance | \$ 13,983.68 |
| Balance Due | \$ 14,283.36 |

| Current | 1 Month | 2 Month | 3 Month |
|-----------|----------|----------|-------------|
| \$ 299.68 | \$ 67.62 | \$ 68.03 | \$13,848.53 |

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June 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone conferences with client

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 62.50 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 2.12 |
| Total Amount Due this Bill | \$ 67.62 |
| Previous Balance | \$ 13,916.06 |
| Balance Due | \$ 13,983.68 |

| Current | 1 Month | 2 Month | 3 Month |
|----------|----------|------------|-------------|
| \$ 67.62 | \$ 68.03 | \$2,912.64 | \$10,935.89 |

WILLIAM J. PENNINGTON, III
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May 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone conferences with client

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$ 62.50 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 5.53 |
| Total Amount Due this Bill | \$ 68.03 |
| Previous Balance | \$ 13,848.43 |
| Balance Due | \$ 13,916.06 |

| Current | 1 Month | 2 Month | 3 Month |
|----------|------------|----------|-------------|
| \$ 68.03 | \$2,912.64 | \$ 69.58 | \$10,866.31 |

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April 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone conferences with client
Travel to Raleigh, North Carolina and conference
with Steve Yelverton
Research at FCC

| | AMOUNT |
|------------------------------------|--------------|
| For professional services rendered | \$2,825.00 |
| Additional Charges: | |
| -Photocopies | |
| -Travel Expenses | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 87.64 |
| Total Amount Due this Bill | \$ 2,912.64 |
| Previous Balance | \$ 10,935.79 |
| Balance Due | \$ 13,848.43 |

| Current | 1 Month | 2 Month | 3 Month |
|------------|----------|-----------|-------------|
| \$2,912.64 | \$ 69.58 | \$ 731.08 | \$10,135.13 |

WILLIAM J. PENNINGTON, III
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2426 CONFEDERATE DRIVE
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WILMINGTON, NORTH CAROLINA 28406
TELEPHONE 919 - 762-7897

March 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone conferences with client

| | <u>AMOUNT</u> |
|------------------------------------|---------------|
| For professional services rendered | \$ 62.50 |
| Additional Charges: | |
| -Photocopies | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 7.08 |
| Total Amount Due this Bill | \$ 69.58 |
| Previous Balance | \$10,866.21 |
| Balance Due | \$10,935.79 |

| Current | 1 Month | 2 Month | 3 Month |
|----------|-----------|-----------|------------|
| \$ 69.58 | \$ 731.08 | \$ 569.33 | \$9,565.80 |

WILLIAM J. PENNINGTON, III
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WILMINGTON, NORTH CAROLINA 28406
TELEPHONE 919 - 762-7897

February 1, 1992

Urban Network Communications
109 Coretta Drive
Monroe, LA 71202

Account No.: 91513

In reference to: RICHWOOD, LOUISIANA

Research: Status of Application
Telephone conferences with client
Telephone conferences with Steve Yelverton
Preparation and submission of Hearing Fee Request
Review of Robinson amendment

| | AMOUNT |
|------------------------------------|-------------|
| For professional services rendered | \$ 614.00 |
| Additional Charges: | |
| -Photocopies | |
| -Federal Express | |
| -Duplication Service | |
| -Postage | |
| -Long Distance Charges | |
| Total Costs | \$ 117.08 |
| Total Amount Due this Bill | \$ 731.08 |
| Previous Balance | \$10,135.13 |
| Balance Due | \$10,866.21 |

| Current | 1 Month | 2 Month | 3 Month |
|-----------|-----------|-----------|------------|
| \$ 731.08 | \$ 569.33 | \$ 435.78 | \$9,130.02 |